

**UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE**

In re:)	Chapter 11
)	
ORECK CORPORATION, ET AL.,)	Case No. 13-04006
)	(Jointly Administered)
Debtors.)	
)	Judge Lundin

OBJECTION TO PROPOSED CURE AMOUNT

Tamarack Village Shopping Center (“Tamarack Village”), by and through its counsel, hereby submits this objection in response to the Debtors’ Notice of (I) Debtors’ Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Real Property and (II) Cure Amounts Related Thereto, dated June 20, 2013 (the “Notice”), and the proposed cure amount for assumption of Debtors’ lease with Tamarack Village.

BACKGROUND

1. On May 6, 2013 (“Petition Date”), Oreck Corporation and certain of its subsidiaries (collectively, the “Debtors”) filed voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code in the United States Bankruptcy Court for the Middle District of Tennessee.

2. By Motion dated May 16, 2013, the Debtors sought, among other things, authorization and approval of the sale of substantially all the Debtors’ assets, free and clear of liens, claims, encumbrances, and interests (“Sale Transaction”).

3. Tamarack is the owner of a certain shopping center known as Tamarack Village Shopping Center located in Woodbury, Minnesota. Pursuant to a written lease (“Lease”) one of Debtors is a tenant in the Tamarack Village Shopping Center. The Sale Transaction and Notice contemplate assumption and assignment of the Tamarack Village Lease without curing the pre-Petition Date amounts owed.

4. Tamarack respectfully objects to the assumption of the Lease without payment of the unpaid amounts due prior to the Petition Date. On the Petition Date, Debtor was indebted to Tamarack Village in the total amount of \$4,492.96, representing rent and additional rent owed under the lease. See **Exhibit A** attached hereto.

WHEREFORE, Tamarack Village respectfully requests that the Court enter an order denying the Sale Transaction and assumption of the Lease or requiring the Debtors to pay no less than \$4,492.96 to Tamarack Village with respect to the unpaid amounts due prior to the Petition Date as a requirement of assumption.

Dated: July 3, 2013

HARWELL HOWARD HYNE
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/s/ Michael F. McGrath

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ATTORNEYS FOR TAMARACK VILLAGE
SHOPPING CENTER

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing was filed by ECF noticing to all parties receiving ECF notice and via First Class U.S. Mail, postage prepaid, to the following parties:

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This 3rd day of July, 2013.

/s/ Barbara D. Holmes

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